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The Solicitors' Journal

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Current Topics.

The Late Sir Binod Mitter.

THE JUDICIAL COMMITTEE of the Privy Council has sustained a grievous loss by the untimely death of Sir BINOD MITTER. Sir BINOD was the first Indian lawyer to be appointed under s. 1 of the Appellate Jurisdiction Act, 1929, which empowered His Majesty to appoint two persons, either judges of an Indian High Court or barristers, advocates or vakils of not less than fourteen years' standing, who had practised in British India. Till the passing of this Act the representation—if we may use this term—of India on the Judicial Committee was far from satisfactory in the sense that those who were skilled in Indian law were very inadequately remunerated. To some extent this has now been remedied, and general satisfaction was expressed when Sir BINOD, little more than a year ago, was selected as an eminent Indian jurist to take his seat and assist in the disposal of Indian appeals. Unhappily, just as his great merits—a consummate knowledge of the various systems of law in India, and a patient and studied judgment—were becoming widely recognised, the "abhorred shears" have come and "slit the thin-spun life." Eloquent tributes to his memory were paid in the Privy Council this week by Lord DUNEDIN from the Bench, and by Mr. UPJOHN, K.C., in whose chambers Sir BINOD was a pupil many years ago, as representing the Bar. As Lord Dunedin well said, Sir BINOD was of invaluable assistance to the committee, not only in deciding the particular appeals at the hearing of which he sat, but also in bringing to the knowledge of his English colleagues a knowledge of the exact state of Indian decisions. He will be greatly missed.

Fines Due on Former Copyholds.

A.-G. and H.R.H. The Prince of Wales v. *Bradshaw* [1930] W.N. 187, is a case of importance to lords of manors and the tenants of lands enfranchised by the Law of Property Act, 1922. The facts were simple. A tenant of such lands, who was tenant for life under a settlement, died after the Act came into force, and, in the normal course, and in accordance with the custom of the manor, a fine was due on his death. Such fines are, of course, saved by s. 128 (2) (*b*) of the Act. The defendant was trustee of the settlement and special executor under the Administration of Estates Act, ss. 1 and 22 and the enfranchised land was vested in him as such. He had neither sold the property nor assented to a devise of it by the tenant for life made under a special testamentary power in the settlement. Had he done either, there would have been a "transaction" under s. 130 (1) and "an assurance" under s. 129, and the fine would admittedly have become at once payable. The issue was whether it was payable in the circumstances. Counsel for the defendant pointed out that, under the old law, a fine was not payable until admittance, and that no new fine was imposed by the Act. The plaintiffs contended that, since the defendant's title was complete against the lord without admittance, he must pay the fine, and cited *Lord Leconfield* v. *L. & N.W. Railway Co.* [1907] 1 Ch. 38, a case turning on the somewhat different wording of the Lands Clauses Consolidation Act, 1845, s. 95. FARWELL, J., held that, the defendant's title being complete under the Act of 1922, he was in the position of a person who had completed his title by admission under the old law, and must pay. The exact point does not appear to be discussed in any of the ordinary text-books, but a very similar one was answered in this JOURNAL, and now appears in "Everyday Points in Practice," p. 262. The short point raised was whether, when a former copyhold is so valueless that disclaimer is more profitable than to take the property burdened with a fine on death, such a course is possible. The answer given was, on the analogy of onerous leaseholds, that disclaimer was not possible. That, of course, is fortified by FARWELL, J.'s, conclusion. Doubt was, however, thrown on the lord's power to exact a fine in the absence of a "transaction," and, if FARWELL, J.'s, decision is upheld, this doubt will now be dispelled. Fines may be recovered as "simple contract debts" under s. 130 (5), and presumably in such case will be simple contract debt due from the executor or special executor as such, for which he will not be personally liable. Possibly some day the question whether a devisee is bound to take a "*damnosa hereditas*" of this kind may be decided; on the reasoning given in "Everyday Points" it would appear that he is so compelled.

The Judicial Oath.

THERE HAS been some correspondence in *The Times*, following upon the reported comment of HORRIDGE, J., that witnesses "Come into the witness box and tell shocking lies," and some of the letters express concern at the lack of solemnity with which the oath is taken. It is curious how people rush into print, and also how they pick up any stone to throw. One gentleman has "heard the oath administered in a court of justice by an usher in a way that could be described as neither impressive nor edifying." This must have been years ago; for the last twenty years the law has required the words of the oath to be repeated by the witness, and so has done away with the old distressing gabble, no more edifying than that which DICKENS describes in "Pickwick": "Take the book in your right hand this is your name and handwriting you swear that the contents of this your affidavit are true so help you God a shilling you must get change I haven't

got it." Of course, it is possible still to take the oath irreverently, as when a young police officer leaps into the witness-box, begins to repeat the words as he snatches up the book, and only gets them all repeated by a miracle of luck and tongue action. Another letter writer thinks the new form less solemn and impressive than the old. His experience must be limited. To get the maximum of blasphemous haste and indecency one needed the jaded usher repeating the sacred words in sixty or seventy rate cases, where the bench insisted on a separate oath for each summons, and meant to do the lot in twenty minutes. We have seen the oath solemnly administered in a court-martial, everyone standing to attention, including the members of the court, but this is not feasible with a long list of drunk and disorderlies, or of income-tax defaulters. The best would be to abolish the oath. Few are affected by its religious sanction, and the penalties for perjury would remain. They are ineffective enough, because it seems to be regarded as within the rules of the game that an accused person should lie freely, and that a high standard of truth must not be expected from anybody.

Habeas Corpus.

THE "RED BOOK," dealing with *habeas corpus* applications, says at p. 1237, under the heading of "Successive Applications," that: "Apparently a fresh application may be made to each judge or court in turn, and each is bound to consider the question independently and without being influenced by previous decisions refusing discharge, and successive applications are not appeals, although sometimes loosely so described." This passage was referred to by counsel in an interesting matter which recently came before the Divisional Court (AVORY, TALBOT and HUMPHREYS, JJ.) in the case of *Ellen Carrol* v. *Homeless Children's Aid and Adoption Society and F. B. Meyer's Home (Incorporated)*, when an application for security for costs was made against his client. Originally a summons was taken out, *ex parte*, by his client, a mother, calling upon a home to which her child had been handed, to show cause why a writ of *habeas corpus* should not issue against them for the return of the child. Mr. Justice CHARLES dismissed that summons, but gave leave to appeal. An application was then made to the Divisional Court by the authorities of the home for security for costs in the appeal. The Court held that in view of the fact that when a writ of *habeas corpus* was refused, the subject was entitled to go from court to court, and no security of costs could be asked in such case, they did not see, when an appellant took the easier course for the respondent of appealing against the decision of the judge in chambers, how an order for security for costs could be made, or in any way lay within their discretion.

Legitimation and the Conflict of Laws.

THE CASE of *In re Askew, Marjoribanks* v. *Askew* [1930] W.N. 154, decided on 30th May, raised the question whether a child born out of wedlock in Switzerland while one parent was married to a third party (and thus excluded from the operation of the Legitimacy Act, 1926), was nevertheless legitimate in English law because she had acquired the status of legitimacy in Germany. She had been born while her father, a British subject who had acquired a *de facto* German domicile, was living apart from his wife, some months before the divorce granted to him by the appropriate German court was made final. She was acknowledged to be his daughter, and he subsequently married her mother in Berlin. Under a settlement executed on his first marriage he had power, on a subsequent marriage, to appoint the income of certain funds in his own discretion for the benefit of any surviving wife or of any child of such marriage, and after the second marriage he had executed a deed purporting, in exercise of the power, to appoint that income on trust for his second wife for life, and after her death on trust for the daughter absolutely. After his death a summons was taken out to ascertain whether the appointment was valid; and MAUGHAM, J., accepting the evidence of a German lawyer as establishing that the daughter was legitimate in German law, held that the *lex domicilii*, in the widest sense, must apply in an English court, and that, as the English courts would recognise the *lex domicilii*, the daughter was legitimate and the power of appointment validly exercised in her favour by the deed which her father had executed. It is of considerable interest to note that in some countries birth out of wedlock while one parent is married is not an insuperable bar to legitimation. Nothing in the Legitimacy Act, 1926, is to legitimate a child born in such circumstances, as the learned judge pointed out. But apparently circumstances independent of that Act can do so. Thus it is not always the case that the issue of an adulterous union cannot become legitimate in English law.

Claim for General Average.

AN INTERESTING decision relating to a claim for "general average" was given in *Tempus Shipping Co., Ltd.* v. *Louis Dreyfus & Co., The Times*, 13th March. By a charter-party a steamer, belonging to the plaintiffs, was chartered to an Argentine Company to load a cargo of grain abroad and bring it to certain British or Continental ports as ordered. The charter-party contained a number of clauses, of which the following were material: "Clause 29.—The steamer shall not be liable for loss or damage occasioned by . . . perils of the sea . . . fire, from any cause or wheresoever occurring . . . or any latent defect in hull machinery or appurtenances . . . even when occasioned by neglect default or error of judgment of . . . the servants of the shipowners (not resulting however in any case from want of due diligence by the owners of the steamer . . .). The steamer shall have liberty to call at any port or ports in any order . . . and to deviate for the purpose of saving life or property. Clause 31.—Average if any payable according to York-Antwerp Rules, 1924." Rule D of the York-Antwerp Rules was as follows: "Rights to contribution in general average shall not be affected though the event which gave rise to the sacrifice or expenditure may have been due to the fault of one of the parties to the adventure; but this shall not prejudice any remedies which may be open against that party for such fault." The plaintiffs' steamer loaded a cargo of grain as required. On her voyage some of the bunker coal caught fire and damaged part of the defendants' cargo. The plaintiffs then sought to recover from the defendants, as owners of the cargo of grain and as indorsees of bills of lading, a sum alleged to be due as a general average contribution. The defendants pleaded that the vessel was unseaworthy, and alleged that the coal was of such a nature that spontaneous combustion was certain to occur; and by way of counter-claim, claimed damages from the plaintiffs for failure regarding the delivery of the cargo. Mr. Justice WRIGHT found as a fact that the coal was unfit for the voyage and that the vessel was unseaworthy. As for the exception which excused the plaintiffs for liability for latent defects in the hull, machinery or appurtenances, the exception of latent defect did not excuse breach of the warranty of seaworthiness, and, further, the word "fault" in Rule D of the York-Antwerp Rules was not apt to exclude liability for breach of the warranty of seaworthiness. Moreover, the Merchant Shipping Act, 1894, s. 502, on which the plaintiffs also relied, did not apply in cases of general average. The plaintiffs' claim, therefore, failed. As for the counter-claim, the defendants were entitled to succeed on the first item, which related to the proceeds of sale of some maize which had been landed and sold, and also on the second item, which was in respect of delayed delivery. But on the main part of the counter-claim, which related to damage to the grain, the defendants failed to recover.

The Two Bills.

We suppose that all our readers are by this time familiar with the text of the two bills recently introduced into Parliament, having in view the protection of the public against the wrong-doing of solicitors.

One of the bills was introduced by Sir Dennis Herbert and promoted by the Council of The Law Society, and the other was introduced by Sir John J. Withers, who recently resigned from the Council on the ground that his independent action might not be approved by that body.

We propose in a series of articles to examine both bills in, we hope, a quite impartial spirit and deal, as we proceed, with the views of our numerous correspondents on the subject.

Before turning to a discussion of the rival, or rather correlative, bills, we may make a few prefatory observations.

We regard the record of the profession for probity to be one of which its members may well be proud, and although there have been many cases where the trust imposed in solicitors has been misplaced, the number of such instances has been surprisingly small when all the circumstances are considered. The necessity for legislation for the further protection of the public has not, therefore, in our view, been established. Certainly we are quite unperturbed by the vague threats of which so much is made in some quarters of what may happen if no steps are taken by The Law Society or others claiming to represent the profession to "put its house in order." We think that the profession is quite strong enough successfully to resist any attempt to impose any unjust or unfair legislation upon it, and although, no doubt, the House of Commons is a peculiar assembly, it is not so entirely without a sense of justice as those who are wont to use that particular form of argument would have us believe, as may be seen by (to take an example at random) the fate of the Musical Copyright Bill. At any rate, so far as we are concerned, we refuse to be intimidated into supporting panic legislation in whatever quarter it may be initiated.

Having said that much, by way of preface, we turn to The Law Society's Bill as introduced into the House of Commons.

In the first place, it may be fairly observed that this bill cannot be regarded as what we have referred to as "panic legislation."

Some such measure has been under consideration by the Society for a great many years, and if the present bill does not exactly reproduce portions of the many draft bills which have at various times been suggested, it at least makes provisions upon the same lines as those which have from time to time in a general way been approved by the Society and the profession as a whole.

The history of the present bill is well known to our readers and we need not refer to it except to say that, as presented to a general meeting of The Law Society, it contained provisions enabling regulations to be made with respect to accounts to be kept by solicitors which were deleted. The bill, as it stands, has three main provisions, which may be stated shortly as (1) making it compulsory for every solicitor to be a member of The Law Society; (2) making it lawful for The Law Society to set apart from its annual income sums to form a fund to relieve persons who may suffer hardship as a result of the defaults of solicitors; and (3) empowering the Society, with the concurrence of the Master of the Rolls, to make rules for the professional conduct and discipline of solicitors.

The full text of the draft bill as presented to the general meeting of The Law Society was published in our issue of the 28th June. Clause 3 of that draft bill has been amended by omitting (*a*) and (*b*) of sub-clause (1) and sub-clause (2).

Before examining the bill in detail it may be well to point out that it may fairly be said that from the point of view of those outside the profession it must be taken to be accepted as representing the views of the profession generally. The bill has been submitted by The Law Society to the Provincial Societies and received their approval and is sponsored by the Council of The Law Society itself. It may be said (and with some truth) that neither The Law Society nor the Provincial Societies are really representative of the profession, and that if a referendum were taken there would be an overwhelming majority against the bill. That may or may not be so, but if The Law Society and the Provincial Law Societies do not fairly represent the profession, the general public (and the Members of the House of Commons if and so far as that body may be said to reflect the views of the public) will not unnaturally enquire, who in fact does represent the profession? In the absence of any alternative we think that the House of Commons and the public are justified in regarding The Law Society's bill as having the approval of the profession as a whole, and if that is, in fact, not so, dissenting solicitors have only their own apathy to blame for it.

Looking, therefore, at the bill as an agreed bill, so far as the profession is concerned, we propose to consider the terms of it and see how far it carries out its avowed object of affording protection to the public without imposing any unjust burden upon the profession.

In effect, the first clause provides that upon admittance a solicitor shall become a member of the Society, and shall not only pay the fee of £5 hitherto payable to the Society, but must also pay such annual subscription or proportion thereof as may from time to time be fixed by the Council. There is nothing whatever to show what advantages are to accrue from membership of the Society or any limit placed upon the amount of the subscription which may from time to time be fixed by the Council.

In these respects the bill is open to some criticism from the point of view of the solicitor. The first question, however, is to what, if any, extent does that clause of the bill afford any additional protection to the public?

In order to answer that question we must see how far mere membership of the Society at present subjects a solicitor to more strict supervision than that which could be exercised over him if he were not a member.

It must be remembered that, so far as regards the statutory powers of the Discipline Committee of the Society, there is no distinction between members and non-members, and, so far as we know, there has in the past been little, if any, supervision or control over members of the Society as such. It may be, however, that under the newly conferred power of making rules the Council will be able to make more stringent regulations. The difficulty will be in enforcing the rules where an alleged offence is not such as to come within the cognisance of the Discipline Committee. Exclusion or suspension from membership would obviously not be possible.

In the memorandum signed by Mr. Burrows it was suggested that the Discipline Committee should have power to impose a fine up to a prescribed amount upon a solicitor committing a breach of any of the prescribed rules. That suggestion has not been embodied in the bill, for clause 3 (3) does not appear to refer to breaches of the rules, but simply confers upon the statutory Committee power to impose a fine in addition to other penalties in cases of professional misconduct with which it is already within their jurisdiction to deal.

If clause 3 (3) is intended to apply to cases of breach of the new rules, it should be amended to make that quite clear. If not, there seems to be no sufficient sanction for enforcing the rules.

PROFESSIONAL CLASSES AID COUNCIL.

The ninth annual report of the Professional Classes Aid Council states that from 1st May, 1929, to 30th April, 1930, financial assistance was given to 239 families, and helpful advice to hundreds of applicants. Aid was given towards the education of forty boys and thirty-eight girls. The council appealed for donations, which fell during the year.

De-rating Cases in the Court of Appeal.

With commendable promptitude the Court of Appeal has dealt with the first batch of appeals from the Divisional Court, a promptitude all the more necessary as their decisions, or those of the House of Lords if the cases are taken further, affect rates already made, and, incidentally, the amount of the Exchequer grants to local authorities.

Seventeen cases were dealt with in the decisions delivered on the 11th July, and the judgments of the court, composed of Lords Justices Scrutton, Greer and Slesser, were unanimous, save in the application of the principles enunciated to one case, that of *Lloyds British Testing Co., Ltd.*, in which the two junior lords justice, disagreeing with Scrutton, L.J., held that the company's premises where chains, cables and anchors made by other manufacturers were tested before being passed for sale and use were premises used for "adapting an article for sale" within s. 149 (*c*) of the Factory and Workshop Act, 1901, and were therefore entitled to be ranked as industrial hereditaments and placed on the special list for partial de-rating. The process carried on in these premises included, not only the testing of the articles, but such work as the cutting out and forging and replacing of links in the cables tested.

The Treasury may be said to have sustained a severe defeat, being unsuccessful in all but two cases, one of these being an appeal by the *Union Cold Storage Co., Ltd.*, in respect of one of its cold stores. We expressed the opinion in a former article dealing with various decisions of the Divisional Court that the company could hardly have expected any other decision in view of the express exclusion by s. 3 (1) of the R. & V. (Apportionment) Act, 1928, of premises primarily used for the purpose of storage.

The court may be said to have made a holocaust of the judgments of the Divisional Court, as eleven of the seventeen decisions of the latter court were reversed and of the six affirmed, one (mentioned later) was only affirmed on different grounds from those on which it was decided in the court below. Apart from the *Cold Storage Case*, the four cases in which the Court of Appeal was in agreement with the reasoning of the Divisional Court were those dealing with two repairing garages (*Middlesbrough R.O.* v. *Middlesbrough Assessment Committee* and *Barnsley R.O.* v. *Eyre Bros., Ltd.*), where the majority of the Divisional Court (Avory, J., dissenting) held that the garages in question were industrial hereditaments, and those dealing with two scrap metal yards, where scrap metal was sorted, broken up and bundled for sale (*Langbaurgh R.O.* v. *Robert Cheyne & Co., Ltd.*, and *Same* v. *A. Bainbridge, Ltd.*), where the Divisional Court also correctly held that the premises were industrial hereditaments.

It was in the construction of s. 3 (1) of the 1928 Act (the section which excludes premises primarily occupied and used for (*inter alia*) a dwelling-house, a retail shop, a distributive wholesale business or any purpose not that of a factory or workshop) that the Court of Appeal held that the court below had gone entirely wrong.

We ourselves in commenting on the decision of the Divisional Court in the "bakehouse case" (*Wimbledon Rating Authority* v. *Kerslake*) in an article in our issue of 31st May, expressed our inability to follow the reasoning of Mr. Justice Talbot that a bakehouse must be deemed to be primarily used as a retail shop because the articles made were sold to individuals. Lord Justice Scrutton in dealing with the construction of s. 3 (1) pointed out that the reasoning of Mr. Justice Talbot carried to its logical conclusion would destroy the De-rating Acts, for almost every factory is run for the purpose of selling, either wholesale or retail, and frequently for selling the goods in the trade of the owner carried on outside the hereditament, as where a manufacturer sells his own goods in a separate retail shop. The appeals of the occupier in this case and in another bakehouse case (*Luton R.O.* v. *Deeley*) were allowed, and the bakehouses ordered to be restored to the special list for de-rating. The decision does not necessarily imply that all bakers are entitled to have their bakehouses de-rated. The precise ground of the decision was that the assessment committee having found the hereditament was industrial and there being no finding of fact in the case submitted by quarter sessions as to the primary purpose, there was no ground in law on which the court could say that the sale was more important than the making. "In an Act intended to benefit producers, it would," said the lord justice, "be curious if the legislature said to the producer: 'If you sell your product you shall not be benefited. To get your benefit, produce, but do not sell.'" We suggested in our previous article that in most cases the primary purpose for which the ordinary baker hired or acquired a dwelling-house, shop and bakehouse was to carry on the trade of making bread, etc., and the result of the appeal in these cases seems to be that unless the assessment (and quarter sessions on appeal) finds as a fact that the primary object is to carry on a retail trade, any baker is entitled to have the apportioned value of his bakehouse inserted in the special list.

Another class of case in which the Court of Appeal held that the court below had gone wrong in law was that in which the hereditament in question was clearly a factory or workshop, but the business carried on therein was ancillary to the primary business of the occupiers, carried on elsewhere, which latter was not an industrial business. The ground of the decision in the Divisional Court was that the premises were not used "by way of trade or for the purposes of gain," in that the gain was only an indirect one, the articles being manufactured, repaired or adapted for sale for the purpose of the occupiers' main business. In coming to this conclusion the majority of the Divisional Court followed previous decisions of the same court, *Nash* v. *Hollinshead* [1901] 1 K.B. 700, in which it was held that a movable engine used by a farmer for grinding grain for the purpose of feeding stock on his farm did not constitute the premises on which it was used a factory, and *Curtis* v. *Shinner*, 95 L.T. 31, in which, following the previous decision, it was held that a building of a fishing boat owner in which his own nets were repaired by manual labour was not a workshop within the Factory and Workshop Act, 1901.

The actual cases falling under this head which were reversed were *Poplar R.O.* v. *Union Lighterage Co.* (premises for barge building and repairing for the appellants' own business of barge-owners); *Lambeth R.O.* v. *L.C.C.* (printing works to print tramway tickets for L.C.C. tramway); and *Stepney R.O.* v. *R. Twining & Co. Ltd.* (coffee grinding and roasting). In each of these cases it was held that the premises must be put in the special list. *Curtis* v. *Shinner* was overruled and as to *Nash* v. *Hollinshead* it was stated that the decision might perhaps be justified as applicable to farmers.

In connexion with this class of case, however, an important distinction has to be drawn, which probably affects a considerable number of premises which are factories or workshops and therefore *prima facie* to be entered in the special list. Many owners of road vehicles, who carry on extensive businesses in the running of omnibuses for passenger traffic or commercial vehicles for haulage, have their own premises for the repair and reconditioning of their vehicles, and such premises are clearly factories or workshops. A point, however, which was not dealt with by the Judges of the Divisional Court in the typical case of *Stoke-upon-Trent R.O.* v. *Stoke-upon-Trent Assessment Committee*, in which the repairing premises of the Potteries Electric Traction Co. Ltd., were under consideration, was as to the application of s. 3 (2) to such premises. This sub-section provides that "any place used by the occupier for the housing or maintenance of his road vehicles or as stables shall, notwithstanding it is situate within the close, curtilage or precincts of a factory, or workshop, and used in connexion

therewith, be deemed not to form part of the factory or workshop." The court held the premises in question were exactly described by this sub-section and were therefore not to be placed in the special list. We think it highly probable from the use of the words "or as stables," that the draftsman of the section considered he was dealing only with the repairing and maintenance of road vehicles used by the owner in connexion with a business carried on in a factory or workshop, e.g., for the delivery to buyers of goods manufactured by him, as it is quite clear that stables could never of themselves be either a factory or workshop. The court, however, rejected this argument, and held that the words referring to a place used for the repair or maintenance of the occupier's road vehicles were of general application.

The other cases in which the Court of Appeal differed from the Divisional Court, and held that the premises should be placed in the special list were *Ipswich R.O.* v. *Eastern Farmers Co-operative Association Ltd.*, premises containing elaborate plant for cleaning seed and removing foreign matter which were held to be not primarily occupied for the purpose of a distributive wholesale business; *Cardiff R.O.* v. *Wm. Lewis & Sons Ltd.*, similar grain cleaning premises; *Bradford R.O.* v. *Laycock*, premises used for sorting, grading and blending natural wool for the purpose of the textile industry; *Dewsbury R.O.* v. *Burrows*, rag sorters' premises, where rags were ripped and cut into lengths, sorted and classified for the purpose of being used in manufacturing processes; and *Camberwell R.O.* v. *Camberwell Assessment Committee and others*, beer bottling stores, where carbonizing, maturing and bottling of beer was done, the ground of this decision being that by carbonisation a different product was produced. In this connexion Lord Justice SCRUTTON expressed surprise that the results of the De-rating Acts should be to benefit breweries, one of the few industries that appeared to be prosperous at the present time.

A comparison of these decisions with those of the Scottish Lands Valuation Appeal Court, referred to in an article which appeared in our issues of the 14th, 21st and 28th June, still shows some apparent divergencies of opinion, e.g., as to rag sorters, seed cleaners, and motor repairing premises. It may be, however, that differences in the business done on the premises falling under these respective headings which were the subject of decisions in the Scottish Court, were such as to differentiate them from the businesses classed under similar headings which have come before the English courts. With regard to repairing garages, where other business, e.g., that of selling cars and accessories was carried on, Lord Justice SCRUTTON intimated that it might well be a question of degree, and if it was found as a fact that the primary purpose was repair work, no appeal by special case would lie, the premises in such a case being rightly placed on the de-rating list.

Company Law and Practice.

XXXVII.

MEETINGS of directors, the summoning of which was recently under discussion in this column, are affairs which have to be conducted with a good deal of circumspection, as there are many ways in which some rule of law may be transgressed without anyone being aware of it.

In the first place, there is s. 149 of the Companies Act, 1929, which requires directors to disclose the nature of their interest in any contract or proposed contract with the company at a board meeting. It is a section which is by no means easy to interpret, and at one time it aroused considerable discussion, which seems for the moment to be quiescent: it was dealt with in this column some time ago, and it is not proposed at this stage to use any more space in referring to its provisions, except to point out that it does not in any way restrict the voting powers of an interested director, but merely imposes a pecuniary penalty for non-disclosure, and also that it is expressly stated (in sub-s. (5)) that nothing in the section is to prejudice the operation of any rule of law restricting directors of a company from having any interest in contracts with the company.

The rule of law restricting directors from having any interest in contracts with the company is well stated in the headnote to *Aberdeen Railway Co.* v. *Blaikie* (1854), 1 Macq. 461, which is as follows:—"It is a rule of universal application that no trustee shall be allowed to enter into engagements in which he has, or can have, a personal interest, conflicting, or which may possibly conflict, with the interest of those whom he is bound by fiduciary duty to protect. So strictly is this principle adhered to that no question is allowed to be raised as to the fairness, or unfairness, of the transaction; for it is enough that the parties interested object. It may be that the terms on which a trustee has attempted to deal with the trust estate are as good as could have been obtained from any other quarter. They may even be better. But so inflexible is the rule that no inquiry into that matter is permitted." This headnote was expressly approved by VAUGHAN WILLIAMS, L.J., in *Costa Rica Railway Co. Limited* v. *Forwood* [1901] 1 Ch. 746, at p. 760, and amplified by him by saying that if a director does choose to enter into a contract where he has, or may have, a conflicting interest, the law will denude him of all the profits he may make thereby.

But full disclosure to, and approval by, the *cestui que trust*, avoids the application of this rule, so that approval by a company in general meeting of a contract in which a director was interested will negative the possibility of the director being made to account, if the meeting were fully informed of the nature of his interest; but the information must be adequate, and it is not sufficient merely that the company should be put on inquiry as to the nature of the interest. (See the judgment of JESSEL, M.R., in *Dunne* v. *English*, 18 Eq. 524, at p. 535.)

But there is another, and much more usual way by which the operation of this very strict rule is avoided in the case of companies, and that is by means of provisions in the articles of association negativing its application. In *Imperial Mercantile Credit Association* v. *Coleman*, 6 Ch. App. 558, the articles of association provided that a director should vacate his office if he participated in the profits of any work done for the company without declaring his interest at a directors' meeting. A director, being interested, had made a disclosure, and Lord HATHERLEY held he was entitled to retain the profits made by him: this decision was reversed (L.R. 6 H.L., 189), but the reversal does not touch the point, clearly made by Lord HATHERLEY, that it is competent for the company by its articles to exclude the equitable rule.

The articles of association now almost invariably exclude the rule: Article 72 of Table A provides for the vacation of his office by a director if he is directly or indirectly interested in any contract with the company, or participates in the profits of any contract with the company. To this is added a proviso negativing vacation of office by reason of a director being a member of any corporation which has contracted with, or done work for, the company, if he has made the declaration of interest required by s. 149; but he must not vote in respect of these matters, and if he does so his vote shall not be counted. Impliedly such a declaration of interest, if made, also allows the director in question to retain any profits made by him, though it seems unfortunate that some statement to this effect was not inserted in Table A, owing to the fact that a doubt was expressed in the House of Lords, in the *Imperial Mercantile Case, supra*, as to whether this implication does arise. It is true that this expression of doubt was purely *obiter*, and that Lord HATHERLEY's decision in the court below is at variance with any such doubt, and was followed in the *Costa Rica Case, supra*, but it would have been more satisfactory had Table A contained an express statement to the effect that, in the event of a proper declaration of interest being made, a director need

not account to the company for any profit made by him. Such an addition is usual in the case of companies which either modify Table A, or reject it entirely: and such usually also give a director greater latitude with regard to contracts than does Table A. The Stock Exchange requires that articles shall provide for the disclosure of the interest of directors in contracts before execution, and that interested directors shall not vote in respect of contracts in which they are interested.

It is intended next week in this column to deal with certain points which have arisen in connexion with interested directors where the articles contain provisions regulating the voting powers.

(*To be continued.*)

A Conveyancer's Diary.

Effect of Statutory Conversion under the L.P.A.

Yet another case showing the iniquitous effect of the statutory conversion of undivided shares in land into a corresponding interest in the proceeds of sale on a devise in a will made before the Act came into force is *Re Newman: Slater* v. *Newman* [1930] W.N. 188.

At the date of his will, a testator and his brother John were entitled to freehold property as tenants in common in equal shares. By his will made in 1922 the testator, after appointing his brothers John and Charles and the plaintiff executors and trustees, devised "All my moiety or equal half part or share and all other my share" in the freehold property in question to John, his heirs and assigns, for his own beneficial and absolute use subject to a condition for payment of definite portions of the rental to Charles or his wife during their lives. After their deaths the moiety of "the said freehold premises" was to belong absolutely and unconditionally to John. The residue of his estate the testator left to his four sisters.

The testator died in 1929, the property in question remaining unsold. A summons having been issued to determine whether the devise to John was adeemed by the imposition of the statutory trusts, Farwell, J., held that it was, with the result that the share of the testator in the proceeds of sale of the property passed with the residue. In the course of his judgment, the learned judge is reported to have said that "it was impossible on the language of this will to construe the devise of the moiety of the specific real estate as a bequest of the moiety of personalty into which it might be converted. The actual subject-matter of the devise had ceased to exist owing to the statutory conversion, and there was therefore a total ademption."

The result of this case is disappointing. I feel sure that many readers hoped with me that the decision in *Re Kempthorne* [1930] 1 Ch. 218, would not be extended to apply to a specific devise. I certainly entertained some hope that when the occasion arose for considering the effect of the statutory conversion with regard to a specific devise the court would follow the decision in *Re Mellish* (unreported, but referred to in *Re Wheeler* [1928] W.N. 225).

In *Re Mellish* the testator devised "all his share and interest in an estate known as the Rushall Estate in the County of Stafford," and Eve, J., held that the testator's share in the proceeds of sale into which the land had been notionally converted by the L.P.A., after the date of his will, passed by the devise.

It is interesting to notice how Farwell, J., distinguished that case. He said: "*Re Mellish* probably turned upon the words 'share and interest,' absent here."

I confess that I am unable to see that it makes any difference whether the expression used is "share" or "share and interest" or "interest" alone. In each case, as it seems to me, the effect must logically be the same because the whole point of the decision in *Re Kempthorne* and *Re Newman* is that whatever property or share the testator had it was not in land. Thus, if in *Re Kempthorne* the devise had been of "all my real estate or share and interest in real estate," this result must have been the same, because the decision was that so far as the plaintiff and his rights therein were concerned, the property in question was not real estate. At any rate, the distinction between "share" and "interest" is a very fine one, and I doubt whether *Re Mellish* can be supported simply on the ground that the words "and interest" appeared in the will after "share."

I am afraid, therefore, that it is doubtful whether *Re Mellish* can now be regarded as an authority on the question of ademption.

It is also of some interest to notice how Farwell, J., distinguished *Re Wheeler*.

In that case a testator made a devise of all his "real estate and undivided shares of real estate." The will was made before the L.P.A. came into force, but by a codicil made after that time, the testator, without specifically referring to the devise, confirmed his will. Farwell, J., in *Re Newman*, distinguished that case on the ground of the confirmation of the will taking place after the commencement of the Act, from which it would seem to follow that the result in *Re Newman* would have been different if the will, in that case, had been made after 1925. That, at least, would have been something on the side of a less technical and, as I think, more commonsense view of the effect of the Act in this respect. It must be observed, however, that *Re Wheeler* was decided only with reference to the incidence of estate duty, and that the ground of the decision was not that mentioned by Farwell, J. The only reason given by Tomlin, J., for deciding *Re Wheeler* as he did was that he felt bound to follow *Re Mellish*.

Another case which I must mention is *Re Thomas's Will Trusts* [1930] 2 Ch. 67, upon which I commented shortly when it was reported in the "Weekly Notes."

A full report of the case is now available in this month's issue of the "Law Reports." It will be remembered that there a testator made a will after 1925, in which he made a bequest on the condition that the legatee should establish his claim to certain settled estates. The testator's interest (if he had any) in the estates in question was an undivided share, and Russell, J., held that the condition was impossible of performance, relying for his decision upon *Re Price* [1928] Ch. 579. Now, if *Re Wheeler* (which does not appear to have been mentioned to the learned judge) had been applied, the condition would, I suggest, have been good as referable to the share (if any) of the testator in the proceeds of sale of the estates in which the testator claimed an interest. But that case is not, of course, directly in point.

I must advert once more to *Re Price*, which was followed by Maugham, J., and approved by the Court of Appeal in *Re Kempthorne*.

That case was complicated by the fact that the property in which the testator had an undivided share was copyhold and his estate was an estate tail. It was necessary therefore to consider the effect of the L.P.A., 1922, with regard to enfranchisement. Then the question arose as to the nature of the interest which the testator took in the proceeds of sale, which the learned judge answered by deciding that he took an absolute interest therein, because the court could not "translate the rights of a person interested as a tenant in tail in a share of copyhold lands into a right under a trust of the proceeds of sale of that land except by treating him as absolute owner in equity of a corresponding share in the proceeds of sale." The share in the proceeds of sale was held, therefore, to pass under the testator's will (made before the Act) as part of his personal estate and not to his heir or customary heir. In passing it may be mentioned that s. 176 of the L.P.A., 1925, did not apply because there was no confirmation by codicil of re-publication of the will after 1925.

It does not appear from the report what the provisions of the will of the testator were, or whether his personalty and realty went in different directions. Of course at the date of his will the testator had no power to devise his entailed interests. It was held, however, that the interest of the testator in the proceeds of sale passed to his executors as personal estate.

Re Price is not directly an authority as to the effect of a general or specific devise.

The position at present seems to be that a general devise in a will made before or after the commencement of the L.P.A. and a specific devise in a will made before the Act will not pass shares in the proceeds of sale into which the testator's undivided shares have been converted, but that it may be that a specific devise of undivided shares will not be adeemed by the transitional provisions if the will was made after the Act came into force.

Landlord and Tenant Notebook.

Covenants and Fixtures.

The law relating to fixtures has shown a steady development in one direction. The tendency to enlarge the rights of tenants referred to by Cozens-Hardy, J., in *Mears* v. *Callender* [1901] 2 Ch. 388, at p. 397, shows no sign of abating; and perhaps the simplest course for parties concluding a lease nowadays is to forget the "*quod solo plantatur*" maxim and obviate trouble in the future by defining their rights in the agreement.

The trouble that may arise may be due to disputes as to the right to remove, the time of removal, and to damage occasioned to the main structure by removal. In providing against this, regard must be had to certain decisions illustrating the strength of the common law exceptions to the "rule." For claims based on the most comprehensive covenants to yield and deliver up have failed to confer a title to trade fixtures. Mention of the word "fixtures" itself in such a covenant will not avail the landlord if it is sandwiched in between other words denoting what are commonly called "landlord's fixtures." This happened in *Bishop* v. *Elliott* (1855), 11 Exch. 113, and in *Lambourn* v. *McLellan* [1903] 2 Ch. 268, C.A. The covenant in the latter case obliged the tenant, who was and who was described as a boot and shoe manufacturer, to deliver up doors, locks, keys, wainscots and a number of similar specified articles, and then "all other erections, buildings, improvements, fixtures and things which are now or which at any time during the said term hereby granted shall be fixed, fastened or belong to" the premises. There were also two negative covenants, one of which prevented the tenant from carrying on any other business without the lessor's licence, the other forbade him to erect machinery other than machinery propelled by hand or foot without consent. The dispute arose on the tenant's bankruptcy and related to machinery of the kind authorised, which was claimed by the trustee and by the landlord. Reversing the decision of the High Court, which had distinguished *Bishop* v. *Elliott*, the Court of Appeal applied the *ejusdem generis* rule, Vaughan Williams, L.J., saying that when a lease was granted for an express purpose it was difficult to believe that such an intention on the part of the landlord would not be expressed in plain words.

Another instructive case is that of *Mowats, Ltd.* v. *Hudson Bros., Ltd.* (1911), 105 L.T. 400, C.A., in which the landlord's claim was founded on a covenant to complete and finish within three months a shop-front and all necessary fittings for the business of a provision merchant, plus a covenant to keep the premises in repair, plus a covenant to deliver them up in good repair. On the expiration of the lease the tenants proceeded to remove a cashier's box, counters and other articles which would normally be removable as trade fixtures, but also fell within the description of necessary fittings. By a majority, the Court of Appeal held that the covenants did not operate to prevent the tenant from removing trade fixtures; it is interesting to note that the dissentient was Vaughan Williams, L.J.

The above cases can be contrasted with *Haslett* v. *Burt* (1856), 18 C.B. 162 (*Burt* v. *Haslett, ibid.*, p. 893) in which the covenant to repair mentioned "glass windows" and the covenant to yield and deliver up mentioned wainscots, windows, etc., together with . . . improvements. The lessee had substituted a plate glass window for an ordinary window; this was held to be both a window and an improvement! While in *Leschallas* v. *Woolf* [1908] 1 Ch. 641, though the decision actually turned upon another point, the court inclined to the view that a covenant to deliver up with all and singular the fixtures would vest trade fixtures in the landlord.

Exclusion from the exception was also illustrated by the case of *Dumergue* v. *Rumsey* (1863), 12 W.R. 205, in which there was definite provision for fixtures in the lease: the landlord being given the right to buy these at a valuation if and after the term expired by effluxion of time; while if the tenant became bankrupt or execution were levied against him on the premises the landlord was to be entitled to enter and seize all fixtures, including trade fixtures, and that the term should then end. When in fact an execution was levied and the sheriff seized trade fixtures, it was held that the tenant had renounced his right to sever them and the landlord's claim was good.

It is necessary, then, to be either explicit or to achieve comprehensiveness by tersity rather than by verbosity. And, in the case of trade fixtures, regard must also be had to the L.T.A., 1927, s. 1, which means that if the landlord really wants the fixtures, he may have to pay for them.

Our County Court Letter.

MURDER AND WORKMEN'S COMPENSATION.

The inter-relation of the above was recently considered in *Holden* v. *The Premier Waterproof and Rubber Company Limited*, at Manchester County Court, on a claim as a partial dependent by the father of a deceased workman. The latter and his foreman had both been struck and instantly killed by another labourer, who afterwards attempted to commit suicide, though there had been no previous indication that he was on the verge of insanity, or even that he was abnormal mentally. The evidence merely showed that the aggressor had not been sociable or popular with his fellow workers, but any suggestion of a quarrel was entirely negatived. The respondent's case was that the fatal blows did not arise out of the deceased's employment as a chemical labourer, and there was nothing in the nature of that employment which exposed him to the risk of such an accident. His Honour Judge T. B. Leigh observed that, by reason of his contract of service, the deceased was bound to work alongside his assailant, with whom he was linked up both in the drug store and the drug room. The deceased was thus exposed to a particular risk, which was unknown and unexpected, but nevertheless existed, viz., that the workmate might lose his reason and become a homicidal maniac, who would smash the skull of anyone who happened to be near at a certain moment. The fact that the assault was committed by a maniac was no reason to distinguish the case from the existing authorities, and the result was that the deceased had died from an accident within the Act. An award was therefore made of £150 and costs, with a stay of execution on the money being paid into court.

An employment which does involve the risk of murder is that of a cashier, as held in *Nisbet* v. *Rayne and Burn* [1910] 2 K.B. 689. The deceased had been carrying money to the respondent's colliery, and, while travelling on the North Eastern Railway, he had been killed by revolver shots fired

by someone else. The respondents' case was that anyone with anything to lose is liable to be robbed, and, if he defends his property, there is the further risk of injury. The county court judge at Newcastle-on-Tyne made an award in favour of the widow of £300, and the Court of Appeal upheld the decision. Lord Cozens-Hardy, M.R., held that the intentional felonious act was nevertheless an accident to the deceased, as it made no difference whether the shot was deliberately fired at him, or whether it was really intended for somebody else. Lord Justice Farwell held that there is a distinct risk run by cashiers of being robbed or murdered, and that this is incidental to their employment in the same way that game-keepers run the risk of injury by poachers. Lord Justice Kennedy concurred, and the appeal was accordingly dismissed.

A sudden frenzy and its legal consequences had previously been considered in *Parker* v. *Federal Steam Navigation Company Limited* (1925), 18 B.W.C.C. 469. The applicant was a stoker in the s.s. "Orari," and had been wheeling hot ashes past a line of firemen, one of whom was raking out a furnace and caught his hand on the applicant's barrow. This enraged the fireman (an African) and he picked up a ten foot iron slice and subjected the applicant to a murderous attack, being subsequently punished by a term of imprisonment. His Honour Judge Ruegg, K.C., made an award at Birmingham County Court, which was affirmed in the Court of Appeal. Lord Hanworth (then Sir E. M. Pollock), M.R., pointed out that it was part of the applicant's employment which took him near to the African, and the deliberate violence was therefore an accident within the Act. Lord Justice Atkin (as he then was) and Lord Justice Sargant concurred.

In *Blake* v. *Head* (1912), 5 B.W.C.C. 303, it was held that a chopper attack by an employer on his errand boy was not an "accident" to the latter, but the question of whether the act was intentional is no longer the test of liability.

Practice Notes.

PROTECTION OF SALMON FISHERIES.

THE alternative procedures available for the above purpose were illustrated in two recent cases at Ross-on-Wye, viz., *Windham* v. *Hussey and Others* and *Wye Board of Conservators* v. *Hussey*. The summonses in the first case were issued under the Larceny Act, 1861, s. 24, and the first defendant was charged with unlawfully taking a salmon from the Courtfield waters, in which there was a private right of fishery vested in the complainant, and two other defendants were charged with aiding and abetting. The defendants' case was that a rod had been taken from them by the complainant's keeper, and that such seizure exempted all the defendants from any penalty or damages, as laid down by the above Act, s. 25. The bench adjourned the case for a fortnight, and the chairman then announced that the submission was upheld, and all the cases would be dismissed. In the second case the sole defendant was charged with taking the same salmon, without being authorised by licence to do so, contrary to the Salmon and Freshwater Fisheries Act, 1923, s. 63. The defendant's case was that the salmon had been found dead in the river, and he had merely picked it out of the water. It was argued that the Act only applied to live fish, but the magistrates imposed a fine of £5 and £2 17s. costs. On behalf of the Board, it was pointed out that (1) they desired to dispel the impression that the consequences of a private prosecution (such as that in the first case) could be avoided by handing over the tackle; (2) their own bailiffs also had the power of seizure under s. 74 of the last-named Act, which also provided a maximum penalty of £50.

CONDITIONS FOR ISSUE OF SPEED BOAT LICENCES.

AT the last Devon Quarter Sessions, in *Radcliffe* v. *Ilfracombe Urban District Council*, an appeal was heard against the respondents' refusal of two licences for speed boats to ply for hire. In June, 1929, the appellant was informed that two other firms had applied for licences, and he ultimately paid in advance £300 in return for which he received two licences, expiring on the 31st March, 1930. A renewal was then refused, on the ground that another firm had already been granted two licences, which were sufficient for the needs of the district. An increased offer by the appellant was refused, as the payments were not a monopoly value, but had merely been accepted on account of pier and harbour dues. A member of the council gave evidence that another firm had offered £5 more than the appellant, but there was no seconder for a resolution that he be given the opportunity of offering a larger sum. The respondents' case was that (1) they had not acted for money, but for the protection of the public, (2) it had at first been thought undesirable to grant any speed boat licences, (3) ultimately it was decided to restrict the number to one, for reasons of public safety, (4) the original grant was considered to confer the sole right upon the appellant, (5) the decision had not been made to confer any favour improperly. The chairman (Sir Trehawke Kekewich) observed that everyone had no doubt acted honourably, but there had nevertheless been a mistake about the monopoly value. The appeal was allowed with costs, to be taxed out of sessions.

INFANT'S RIGHT TO POSSESSION OF DWELLING-HOUSE.

IN *McRae's Trustees* v. *Heselgrave*, recently heard at Leeds County Court, possession was claimed of a dwelling-house, on the ground that the defendant was a girl aged fourteen years, and was incapable of entering into a contract of tenancy. The defendant had continued to live at the house since her father's death in April, and had gone to work during the day, while an aunt slept in the house for company. The defendant's case was that, under the Increase of Rent, etc., Act, 1920, s. 12 (*g*), she was entitled to continue the statutory tenancy after her father's death, as she was a member of the tenant's family residing with him at the time of his death. His Honour Judge Woodcock, K.C., observed that at common law the defendant could enter into a contract which might be voidable on account of her infancy. No great hardship would result to the plaintiffs, however, as the tenant could give notice in any case, and the only question was whether there was a *bona fide* defence. Being satisfied on the latter point, his honour gave judgment for the defendant, with costs.

Correspondence.

The Solicitors Bill.

Sir,—There will always be a few black sheep in every flock, and no amount of rules and regulations will prevent it. The only result of this Bill, if passed, will be to impose on solicitors onerous obligations, some practically impossible of performance.

Take section 3: I have clients who deposit with me sums to invest in my name, I paying them a stated rate of interest. How can I keep the equivalent of such sums in my bank account and at the same time invest them?

Section 5: Would take some beating, but I think the banks can be trusted to deal with it. Probably they will strike solicitors off their roll of customers as being "dangerous animals."

There is no magic in the name "client's account." If a solicitor (or, for that matter, any other person) means to take other people's money fifty separate accounts will not stop it.

Section 6: Is another wonderful idea. To be able to give such certificate the solicitor's accountant will have to take (in effect) daily balances of the "client's account" to see if at any one moment of time it was a pound or two short of the total indebtedness to clients.

I consider the Bill little less than a libel on our profession. The proper title would be "A Bill to penalise Solicitors."

London, INDIGNANT.
21st July.

[This obviously refers to Sir John Wither's Bill and not to The Law Society's.—ED., *Sol. J.*].

Solicitors' Bill.

Sir,—With reference to the Solicitors' Bill presented by Sir John Withers and set out in your issue of 19th inst., the following points occur to me—

Section 1 (1).—Might not the words "bank of good repute" give rise to difficulties?

Section 1 (2).—Is verbal notification to the bank to be sufficient?

Section 2 (1).—Apparently, however urgent a matter might be, it would not be permissible to draw against a bank draft paid into a clients' account until it was certain the draft was paid, or even to draw against bank notes until credit was given by the bank in case they should prove to be forgeries.

If the money of a client is paid into a solicitors' banking account and that client dies before the money is dealt with, having appointed the solicitor his sole executor and nominated him his universal legatee, is it clear that the money could be drawn out under para. (*a*)?

Section 3.—Having regard to s. 1, this clause seems redundant. If it is to stand, then should not there be the saving as in s. 1 in respect of moneys which a client may in writing direct to be dealt with otherwise than by payment into a client's account?

Section 4.—Would it not be advisable to add the words "as a practising solicitor" after the words "disclosing his business transactions"? I have in mind cases where solicitors deal, e.g., in house property for their own account to such an extent as to make it a business.

Books of account are to be kept ensuring and "proving" compliance with ss. 1, 2 and 3. Are the solicitor's books to be proof of compliance?

Section 6.—Does this section mean that if a solicitor commenced practice in, say, 1900, he has to produce thirty audit certificates to the Law Society before he can procure a new certificate to practise? If so, the cost would be prohibitive.

Suppose a managing clerk who is an admitted solicitor takes out a practising certificate whilst he is employed by a solicitor or a firm, but does not in fact practise, would he, say, in 10 years' time, if he wished to commence to practise on his own account or enter into partnership, have to obtain ten audit certificates?

Will an admitted managing clerk taking out a practising certificate, but having all his clients' matters treated as business of the firm employing him, be able to obtain a certificate without a "clear audit certificate" or an order from the Discipline Committee dispensing with it?

As s. 8 defines "practising solicitor" as a solicitor practising on his own account or a firm of solicitors practising in partnership, apparently the Act will not apply to an admitted managing clerk taking out a certificate unless he commences to practise, but will not some evidence be required that he has not in fact practised before a new certificate is granted?

I think it is generally admitted that solicitors as a whole are quite honest, and it seems that the number who use clients' money for their own purposes must compare very favourably with the number of traders who use receipts from customers for their own personal purposes without first providing for payment of their supplies. If this sort of legislation is necessary at all, why should it be limited to solicitors?

With regard to making honest solicitors contribute to a fund for making good the defalcations of the dishonest ones, is there any other class of professional or business men who are expected to do the same?

London Wall, E.C.2. SUBSCRIBER.
22nd July.

Sir,—Referring to the Society's Bill and to the letter of "Observer" in your issue of 19th inst. and to mine ("Former Solicitor—retired") in your issue of 12th inst., to which he refers, I wrote to the Secretary of the Law Society on the 12th inst., and in answer received a letter dated 15th inst., in which he said:—

> "The Society's Bill is intended to operate on those who are admitted solicitors in future and those who take out practising certificates.
>
> "As drawn it will not affect those who do not practise."

I replied that that construction should be made plain in the Bill and Act (as I had suggested) or notices should be sent to me to enable me to appear before the Parliamentary Committee and oppose the Society's Bill in its present form.

The Secretary has now written that my letter of 12th inst. will be borne in mind.

I have no doubt that the Council will, in this, play cricket, and that I shall not have to stir my old stumps to London.

Otherwise I should, of course, welcome any assistance.

As to the Bill of Sir John Withers, the Council will no doubt oppose it, following the rejection of its terms by the Society at its recent general meeting.

It may be well to remind the Council that these proposals were also rejected by the Society years ago at a general meeting specially convened by the Council. The solicitors attended it in greater numbers than at any other time in history—the hall and galleries were closely packed—and the proposals were indignantly repudiated—to the approval of the whole profession. The speeches and proceedings were well reported in *The Solicitors' Journal*, and should be now referred to.

To my personal knowledge the solicitors of England as a whole are more honest, honourable and trustworthy (and properly so looked up to and trusted by Englishmen and the rest of the world) than the members of any other equally numerous body in any business or profession anywhere. And I have respected Sir John Withers as in himself a shining example.

It is astonishing to me that he should now be abandoning himself to a scheme branding the legal profession with a brand no body of respectable men would tolerate for a moment.

Clients are responsible for the lawyers they choose. If they choose one of the few wrong ones instead of one of the many right ones, they should abide the consequences, and not ask the right ones they did not go to to pay for the wrong ones (who are now dealt with by the Council in the right way).

Why lower the status of the whole body of English lawyers, and the esteem they now hold in the eyes of the world, and make solicitors pariahs to be controlled by accountants and through its practitioners degrade the administration of English law. In every walk of life there are always some undesirables—even in Parliament!

Is it proposed to put everybody in apron strings? It can't be done. Then why lawyers, in addition to the general laws?

Are lawyers all rogues? If not why statutory provision to be specially made against them.

Let us all remain, as now, subject to the general laws—with equal responsibilities.

And let Sir John Withers alter his mind—and fall back into line with his brethren in the law. He used not to have unworthy suspicions of them, and as a body I do not think he has now.

Bexhill, GEORGE B. CROOK.
23rd July.

POINTS IN PRACTICE.

Questions from Registered Annual Subscribers only are answered, and without charge, on the understanding that neither the Proprietors nor the Editor, nor any member of the Staff, is responsible for the correctness of the replies given or for any steps taken in consequence thereof. All questions must be typewritten (in duplicate), addressed to The Assistant Editor, 29, Breams Buildings, E.C.4, and contain the name and address of the Subscriber. In matters of urgency answers will be forwarded by post if a stamped addressed envelope is enclosed.

Intestacy—Legacy Duty on Widow's Life Interest.

Q. 1967. In a case of intestacy, where the surviving wife of the intestate takes a life interest in the residuary estate, is the legacy duty in respect of such life interest payable by the widow or to be paid out of the residue? Section 46 of A.E.A., 1925, says that she shall be entitled to £1,000 free of death duties, etc., but makes no mention of duty as regards the residue.

A. There is nothing in the Act to exempt the widow's life interest from duty. If there are children, who are not exempted from duty under s. 58 (2) (*b*) or (*c*) of the Finance Act, 1910, duty is payable out of the residue. If there are no children (and apparently if the children are exempt under the sub-section mentioned) the widow will be liable to duty on her life interest: see ss. 12, 13 and 15 of Legacy Duty Act, 1796, and s. 32 of Succession Duty Act, 1853.

Separation Agreement—Construction of Clause giving Wife right to reside in House.

Q. 1968. We should be glad of your opinion as to the effect of Pt. 2 of the following clause which appears in a separation agreement between a husband and wife signed this year:—

1. "The husband agrees with the wife that he will not in any way directly or indirectly molest annoy or interfere with her or attempt by any means to compel her to cohabit with him and will pay to her for the support of herself and the said child a sum of eight shillings and fourpence per week so long during the joint lives of the husband and wife as she shall lead a chaste life."

2. "The husband also agrees to allow the wife to reside in the dwelling-house without any payment whatsoever and that he will pay all rates taxes assessments charges (including water but not gas or electricity charges) impositions and outgoings whatsoever in respect thereof and will also keep the said premises both inside and outside in a reasonable state of repair and condition and further that he will not during the joint lives of the husband and wife and so long as she shall reside therein sell lease or otherwise dispose of the said premises without the previous consent in writing of the wife."

The husband is the owner of the premises which are held on lease for 999 years. The agreement is under hand only.

Further, could the agreement be registered as an estate contract?

A. It is rather difficult to determine the precise effect. It would seem absurd to suggest that the intention was to create a settlement, so as to make the clause an agreement for a settlement. The three possible constructions seem to be (1) that it confers on the wife an equitable life interest during the joint lives, determinable if the parties again cohabit; (2) that it is an agreement for a lease for the same period; (3) that it is a licence to live in the house for the same period coupled with an undertaking to pay outgoings, etc. It has been held that a licence for a definite or determinable period during which the intention is that the licensee is to have *exclusive* occupation amounts to a demise (*Glenwood Lumber Co.* v. *Phillips* [1904] A.C. 405). With some amount of hesitation the opinion is given that the clause amounts to an agreement for a lease determinable on life and will have effect under s. 149 (6) L.P.A., 1925 (see definition of lease, s. 205 (1) (xxiii)). If this opinion is correct it may be registered as an estate contract.

Bequest of Annuity free of Tax.

Q. 1969. By her will a testatrix, who has recently died, gave an annuity of £104 per annum to A (an old servant) free of income tax. The estate consists of £2,217 5 per cent. War Stock and £626 cash in the bank. It is desired to know:—

(1) Should the trustees retain sufficient funds on account of the annuity to provide not only for payment of £104 per annum, but also for the tax on that amount (tax will not, of course, be deducted in this case at the source)?

(2) Should the trustees account to the Inland Revenue for tax in respect of the investments retained by them to meet the annuity?

(3) Will A (whose income is not liable to tax) be entitled to recover the tax paid by the trustees and to retain the recovered tax for her own benefit, or will the trustees be entitled to require her to account to the trust estate for such tax recovered?

(4) As the testatrix never paid her proportion of health insurance contributions in respect of A, should the executors reimburse A (who stamped the necessary insurance cards herself) the amount which should have been paid by the testatrix? A has not yet made any claim against the estate or the executors.

A. (1) Yes, but see (5).

(2) Yes.

(3) She must account for tax recoverable by her (*Re Pettit: Le Fevre* v. *Pettit* [1922] 2 Ch. 765).

(4) It is considered these should be repaid.

(5) If the trustees set aside a sufficient sum of War Loan to meet exactly the £104 a year and sign a request to the bank to pay the interest to A, then, as long as A's total income is under the statutory limit so that she is not liable for tax, the trustees will have no further trouble, unless the War Loan is redeemed. Alternatively on getting an annual return of income from A, they will probably be able to make an arrangement with the inspector of taxes to discharge tax on £104 of War Loan if that stock is retained to meet the annuity.

Settlement—No Vesting Deed—Surrender of Life Interests—Reversionary Trust for Sale—Title.

Q. 1970. By a conveyance executed in 1904 property X, with other property since sold, was conveyed on the marriage of A and B to trustees to the use of A for life, subject to earlier determination on certain events, and then to the use of B for life, and after the decease of the survivor to the use of the trustees in fee simple, upon trust to sell and hold the proceeds upon the trusts declared by a deed of even date. A and B prior to 1926 mortgaged their life interests and such mortgages have become by way of transfer vested in the present trustees. No vesting deed has been executed in respect of property X. In view of the provisions of s. 13 of the S.L.A., 1925, would a release by A and B of their respective life interests to the trustees be effectual to determine these without any vesting deed being executed? If we are correct in this view the trust for sale would then come into operation so as to enable the trustees to give a good title to a purchaser.

A. On the 1st January, 1926, the legal estate in property X vested in A (assuming that his life estate had not determined) by virtue of L.P.A., 1925, Sched. I, Pt. II, paras. 3 and 6 (*c*). If A and B surrendered their respective life interests the legal estate will still remain in A and it will be necessary for him to assure this legal estate to the trustees for sale under S.L.A., 1925, s. 7 (5).

Legal Parables.

LVIII.

The Timid Judge, the Dull Jury, and the Cunning Old Hand.

THERE was once a thief who was found attempting to commit a larceny in circumstances leaving no doubt in the minds of reasonable men that to steal he had certainly meant. The thief was an old hand and very cunning.

He produced to the examining magistrates a long statement which it had been the occupation of his enforced leisure while on remand to write. This beautiful document was an appeal to mercy based upon his grey hairs, his early sorrows, and his never having had a chance. It promised amendment, and contained many misquotations from Holy Writ. It said nothing of the merits of the case. There were none.

The document was, by a careful clerk, directed to be attached to the depositions, as the reply of the accused to that touching allocution addressed to a person in his position, wherein he is assured that he has nothing to fear from any threat and nothing to hope from any promise. To this wonderful piece of judicial rhetoric the thief replied not, save by an unseemly movement of one eyelid, of which a sleepy chairman took as much notice as might have been vouchsafed by a blind horse to a nod; but the thief was nevertheless content that the fruit of his cogitations in confinement should be placed before the judge at his trial.

The usher lost the statement. He was a young man, and was about to be married.

Now it befell that the thief came to be tried by a learned chairman of sessions, whose wont it had been to lead the jury to convict everyone; and his misdirections were innumerable. He, too, had grey hairs, and his sorrows multiplied much upon him in his old age, by reason of certain restless innovators, who, contrary to the best opinion of the profession, set up a Court of Criminal Appeal.

Ere the grey hair grew white, the learned chairman discovered a sovereign cure for censure. He played for the acquittal of the prisoner in every case of difficulty. Thus, the Court of Criminal Appeal was not troubled, the prisoner was happy, and all, save prosecuting counsel, thought of the judge as a kind old man, a shield to the innocent and a guide to the unknowing.

But the learned judge grew not entirely perfect. He remained a little testy. Reading in the depositions of a written statement, he sought the said statement and found it not. He made loud and public proclamation of its absence.

The thief, who had been somewhat downcast, not witting the change of heart of his old friend, pricked up his ears.

The facts were presented to the jury and very damning facts they were. The judge even felt that, for once, he might safely sum up for a conviction.

But what did the thief? He demanded loudly of each witness, none of whom had seen the statement, that he should reveal its whereabouts. When called upon for his defence he declared that it was therein written. When invited to repeat his defence by word of mouth he but the louder demanded his *magnum opus*.

The jury of twelve men, all with cavernous minds and impossible facial angles, took counsel together, and were unanimously of opinion that this poor man was being oppressed by authority, and that the police, the counsel for the prosecution, and all others concerned were in a deep and dark conspiracy.

Upon the insistence of the prosecuting counsel, a reverend recipient of Soup, with a long beard and a dull eye, the case was put back for search to be made for the missing document. This, the jury were now convinced, had been wilfully suppressed with malicious intent. *They* knew it would never be found. It never was.

All those through whose hands it had passed, including a young usher very properly recalled from his honeymoon, were put in the witness box and strenuously cross-examined as to what they had done with the thief's statement, but none could say where it was.

The accused was then incontinently acquitted, and left the court with the character he had brought into it.

The moral is, When in difficulties, be irrelevant. But the warning to young counsel is, Only a cunning old hand can do this successfully.

Reviews.

Smith's Leading Cases. Thirteenth edition. By Sir THOMAS WILLES CHITTY, Bart., K.C., ALFRED THOMPSON DENNING, and CYRIL PEARCE HARVEY, Barristers-at-Law. Two vols. 1929. Royal 8vo. Vol. I pp. ccxlvii and 916; Vol II pp. vi and 937. London: Sweet & Maxwell, Ltd. £4 10s. net.

A new edition of "Smith's Leading Cases" is always a notable event in the legal world. First published nearly a century ago; the work, the suggestion for which came, oddly enough, from that eccentric person, Samuel Warren, the author of "Ten Thousand a Year," who had many foibles but had at least this merit—a profound admiration for the legal genius of his friend John William Smith, and the skill with which he carried out the plan of collecting and annotating those common law decisions which established principles of real practical importance. The work proved at once an unqualified success, and a second edition was soon called for. This proved to be the last for which Smith was responsible, but after his death the work was confided to a succession of distinguished editors, including H. S. Keating, J. S. Willes and R. Henn Collins, all of whom reached the Bench, and each of whom added the weight of his authority to the value of the Leading Cases, so that it may truly be said that no work stands higher than this in the esteem of the practitioner on the common law side. In the present edition, which is in every way worthy of its predecessors, one or two of the older cases have been eliminated as being of less general value, and in their place the editors have wisely inserted, first, *Davies* v. *Mann*, popularly known as the donkey case, whose importance on the much discussed question of contributory negligence, after being obscured for a time, has more recently been given its proper weight, as, indeed, every pronouncement of that great judge, Baron Parke, should be; and secondly, *Taylor* v. *Caldwell*, the leading authority upon the doctrine of impossibility of performance, a subject which was much discussed in the *Coronation Cases*, and in a number of cases during the war period, although even yet it cannot be said to have been completely elucidated by the decisions. Both these authorities have been fully and carefully annotated. Another case which has received fuller treatment is *Indermaur* v. *Dawes*, the notes to which have been amplified by Mr. Hussey Griffith, whose exposition of the duties owed to invitees, licensees and trespassers respectively is a complete treatment of the subject. It only remains to add an expression of sincere regret that the senior editor of this edition, Sir Thomas Willes Chitty, who had been associated with the work for many years, passed away just after completing his editorial task.

Books Received.

The Circuit System. A Reading delivered before the Honourable Society of the Middle Temple by Master ST. JOHN GORE MICKLETHWAIT, K.C., B.C.L., Recorder of Reading; with a Foreword by His Honour Judge Sir ALFRED TOBIN, K.C. (Reprinted from THE SOLICITORS' JOURNAL.) 1930. The Solicitors' Law Stationery Society, Limited, London, Liverpool and Glasgow. 1s. net.

The Professional Classes Aid Council (Incorporated). Annual Report, 1929-30. 251, Brompton-road, S.W.3.

Notes of Cases.

Court of Appeal.

Attorney-General *v.* Sharp.

Lord Hanworth, M.R., Lawrence and Romer, L.JJ.

27th June.

Local Government—Vehicles Plying for Hire Without Licence—Statutory Penalty of Fine—Power of Court to Grant Injunction—Action by Attorney-General to Enforce Public Rights.

Appeal from a decision of Farwell, J.

In November, 1928, John Sharp applied to the Manchester Corporation for a licence to ply for hire with motor omnibuses, but this was refused. Notwithstanding the refusal, Sharp continued to run the omnibuses, and was fined several times for doing so. Finally, the Attorney-General, at the relation of the corporation, brought this action, claiming an injunction to restrain him, which was granted by Farwell, J. Sharp appealed, the only question argued on the appeal was whether, as s. 145 of the Manchester Police Regulation Act, 1844, imposed a fine for plying for hire without a licence, the court could grant an injunction. The appellant contended that where a statute created an offence and imposed a penalty, that was intended to be the sole and exclusive remedy. The court dismissed the appeal.

Lord Hanworth, M.R., said that actions like the present by the Attorney-General were of a peculiar nature, brought to enforce public rights, and to enforce those rights the court would come to his assistance. Having referred to *Attorney-General* v. *Merthyr Tydfil Union* [1900] 1 Ch. 516; *Attorney-General* v. *Ashbourne Recreation Ground* [1903] 1 Ch. 101; and *Devonport Corporation* v. *Tozer* [1903] 1 Ch. 759, his lordship said that in *Attorney-General* v. *Wimbledon House Estate Co.* [1904] 2 Ch. 34, Farwell, J., pointed out that the defendants had already been fined, and he stated that the Attorney-General, apart from private remedies, was entitled to take such action as might be necessary to enforce public rights. Finally, in *Attorney-General* v. *Shrewsbury (Kingsland) Bridge Co.*, 21 Ch. D. 752, the head-note stated that: "When an illegal act is being committed, which in its nature tends to the injury of the public . . . the Attorney-General can maintain an action on behalf of the public to restrain the commission of the act . . . and in such a case an injunction will be granted with costs, although no evidence of actual injury is given." From those cases it was clear that when public rights were, or were likely to be, injured, the Attorney-General could bring an action and obtain the ancillary remedy of an injunction. The appeal would, therefore, be dismissed.

Lawrence and Romer, L.JJ., gave judgments to the same effect.

Counsel: *Manning*, K.C., and *R. W. Leach*, for appellant; *Grant*, K.C., and *E. H. Longson*, for the respondent.

Solicitors: *Rochester, Pusey & Co.*, for *T. A. Needham*, Manchester; *Sharpe, Pritchard & Co.*, for *F. E. W. Howell*, Manchester.

[Reported by G. T. Whitfield-Hayes, Esq., Barrister-at-Law.]

Bailey (Revenue Officer) *v.* Stoke-on-Trent Assessment Committee and the Potteries Electric Traction Co. Limited.

Scrutton, Greer and Slesser, L.JJ. 11th July.

Rating — De-rating — Industrial Hereditament — Making and Fitting Spare Parts and Repair of Road Vehicles—Hereditament used for Housing and Maintenance of Road Vehicles—Whether a Factory or Workshop — Special List — Rating and Valuation (Apportionment) Act, 1928 (18 & 19 Geo. 5, c. 44), s. 3, sub-s. (2).

Appeal from the Divisional Court.

The appellants occupied a hereditament described as a tram depot, power station, etc. They had originally used it as tramcar sheds and workshops. On the abandonment of tramways, under the Order of the Minister of Transport, the appellant company acquired a fleet of 198 motor omnibuses and thereafter used the hereditament in part as a garage and the rest as workshops for the repair of the fleet of omnibuses. Some of the workshops were metal works, which were a factory under Pt. I of Sched. VI of the Factory and Workshop Act, 1901. Some were carpentry works, which, as mechanical power was used, became factories if the labour was exercised for trade or gain. The assessment committee held that the premises were an industrial hereditament and the recorder affirmed their decision. The Divisional Court held that the primary purpose for which the hereditament was occupied and used was a non-factory purpose—the running of motor omnibuses—and that any factory work done was only ancillary to that primary purpose; and they treated *Nash* v. *Hollinshead* [1901] 1 K.B. 700, as binding them to decide that the repair work was not done for purposes of trade or gain, because the gain was indirect, and they held that the hereditament was not de-rated.

The Potteries Electric Traction Company appealed.

The Court dismissed the appeal on different grounds. The Court held that the reasoning on which the decision of the Divisional Court was founded was erroneous. Trade was not limited to the sale of goods, but extended to supplying of services for reward and the ulterior purpose for which the goods were made could not prevent a factory from being de-rated. But the appeal must be dismissed on another ground, namely, that sub-s. (2) of s. 3 of the Act of 1928 provided that a place used by the occupier for the housing or maintenance of his road vehicles shall not be deemed to form part of a factory or workshop. The language of that sub-section applied directly to describe the use of the hereditament in question in the present case. The making and fitting of spare parts and repair of vehicles were an essential part of maintenance, and, therefore, the hereditament in question in this case was prevented by sub-s. (2) of s. 3 of the Act of 1928 from being de-rated.

Nash v. *Hollinshead* [1901] 1 K.B. 700, explained and distinguished.

Appeal dismissed.

Counsel: *D. B. Somervell*, K.C., and *Arthur H. Forbes*; *The Attorney-General* (*Sir William Jowitt*, K.C.), *Wilfrid Lewis* and *Colin E. Pearson*.

Solicitors: *Sydney Morse*; *The Treasury Solicitor*.

[Reported by T. W. Morgan, Esq., Barrister-at-Law.]

High Court—King's Bench Division.

Lever Brothers, Limited *v.* Bell and Another.

Wright, J. 5th June.

Contract—Employment Terminated—Agreement to Pay Compensation—Prior Breach of Duty subsequently discovered—Rescission of Compensation Agreement—Mutual Mistake.

In this case the plaintiffs, Lever Brothers, Limited, and the Niger Company, Limited, claimed against Ernest Hyslop Bell and Walter Edward Snelling, formerly chairman and vice-chairman respectively of the Niger Company, damages for alleged fraudulent misrepresentation, breach of duty, and breach of contract in respect of their employment by entering into cocoa transactions on their own behalf. The plaintiffs further claimed the return of £30,000 and £20,000 paid to the above defendants respectively under agreements entered into in March, 1929, when their services were no longer required owing to an amalgamation of the Niger Company with another company. The defendants denied the allegations except in so far as they admitted that they

had made a profit of £1,360 in respect of four specific transactions in cocoa, which, they admitted, were entered into on their own behalf. The case was tried before a City of London Special Jury who, after evidence had been given, found that there had been no misrepresentation or concealment; no appropriation of contracts or of money. They also found that the defendants' admitted dealings would have justified their dismissal and would have led to their dismissal; that when Lever Brothers entered into the agreements of March, 1929, to pay the compensation, they did not know of the actings of the defendants with regard to the four admitted transactions, and that, if they had done so, they would not have made those agreements. They further found that at interviews before the agreements were made the defendants did not have in mind their actings in respect of the four transactions. They awarded the plaintiffs £1,360 in respect of the profit made by the defendants, and £5 nominal damages. His lordship heard legal argument on those findings.

WRIGHT, J., said that the question was whether the agreements for the payment of compensation should be set aside or declared not binding on the ground of mistake. As the findings of the jury stood, he thought that it must be held that the sole idea in the minds of Lever Brothers in making the agreements for compensation was the belief, erroneous as it proved, that they were under a legal obligation towards the defendants which they could not end against their will, but from which they could only release themselves on terms of compensation. It was only their ignorance of the facts which prevented them from simply treating the service agreements as at an end, as they were entitled to do and would have done if they had known the truth about the four transactions. In his judgment, the mistake or misapprehension was as to the substance of the whole consideration and went to the root of the matter. From the standpoint of the defendants the existence of definitely binding contracts of service giving them rights which could only be compromised by compensation was in the same way the root and basis of the agreements to pay compensation. In his judgment there was a total failure of consideration such as to vitiate the bargain, because the parties dealt with one another under a mutual mistake as to their respective rights. Both Lever Brothers and the defendants, in his opinion, at the time the compensation agreements were entered into, believed that they were dealing with an obligation indefeasible save by the consent of the defendants. There would be judgment for the plaintiffs for the two sums claimed, and a declaration rescinding the agreements under which they were paid, and a further judgment for the £5 nominal damages found by the jury and an order for the payment out of court of the £1,360. A stay of execution was granted.

COUNSEL: *Stuart Bevan*, K.C., and *Clement Davies*, K.C., and *Wilfrid Lewis*, for the plaintiffs; *D. N. Pritt*, K.C., and *Philip Vos*, for the defendants. *Cyril Salmon* held a watching brief for interested parties.

SOLICITORS: *Pritchard, Englefield & Co.*, for *Simpson, North, Harley & Co.*, Liverpool; *Birkbeck, Julius, Edwards and Co.; Kenneth Brown, Baker, Baker.*

[Reported by CHARLES CLAYTON, Esq., Barrister-at-Law.]

THE AGE OF AN OAK.

The Gaelic rhyme concerning the age of the oak given by Lord Dartmouth would seem to be a variant of a very ancient Welsh triad, of which the following is a literal translation:—

Three years is the age of an alder pole;
Thrice the age of an alder is the age of a dog;
Thrice the age of a dog is the age of a horse;
Thrice the age of a horse is the age of a man;
Thrice the age of a man is the age of a stag;
Thrice the age of a stag is the age of a blackbird;
Thrice the age of a blackbird is the age of an oak;
Thrice the age of an oak is the age of a raven.

It is said that if a pair of ravens are nesting and one is killed, in a few days another will come from no one knows where and take its place. Hence the raven (cigfran) is said to live for ever.—Mr. Joseph Bradney, in *The Times*.

Parliamentary News.

Progress of Bills.

House of Lords.

Adoption of Children (Scotland) Bill.
Read a Second Time. [25th July.
Air Transport (Subsidy Agreements) Bill.
Read the Third Time and passed. [15th July.
British Museum Bill.
Read the Third Time. [21st July.
Coal Mines Bill.
Commons Amendment to Lords Amendment considered and agreed to. [23rd July.
Criminal Appeal (Northern Ireland) Bill. [H.L.]
Read the Third Time. [17th July.
Education (Scotland) Bill.
Read a Second Time. [25th July.
Hairdressers and Barbers (Sunday Closing) Bill.
Read the Third Time and passed. [25th July.
Housing (No. 2) Bill.
In Committee. [21st July.
Housing (Scotland) Bill.
Read a Second Time. [22nd July.
Illegitimate Children (Scotland) Bill.
Read the Third Time and passed. [8th July.
Isle of Man Customs (No. 2) Bill.
Brought from the Commons and read the First Time. [23rd July.
Land Drainage (No. 2) Bill. [H.L.]
Read the Third Time and passed, and sent to the Commons. [3rd June.
Mental Treatment Bill. [H.L.]
Royal Assent. [10th July.
Overseas Trade Bill.
Read the Third Time and passed. [15th July.
Poor Prisoners Defence Bill.
Read the Third Time and passed, as amended, and returned to the Commons. [8th July.
Railways (Valuation for Rating) Bill.
Royal Assent. [10th July.
Road Traffic Bill. [H.L.]
Returned from the Commons, agreed to, with amendments. [23rd July.
Sea Fisheries Regulation (Expenses) Bill.
Read a Second Time. [22nd July.
Third Parties (Rights against Insurers) Bill.
Royal Assent. [10th July.
Workmen's Compensation (Silicosis and Asbestosis) Bill.
Commons Amendment agreed to. [22nd July.

House of Commons.

Adoption of Children (Scotland) Bill.
As amended (in the Standing Committee) read the Third Time and passed. [18th July.
Education Bill.
Read a Second Time. [29th May.
Employment Returns Bill.
Read a Second Time. [24th June.
Finance Bill.
As amended, further considered. [22nd July.
Housing (Scotland) Bill.
Read the Third Time and passed. [15th July.
Illegitimate Children (Scotland) Bill.
Lords Amendments considered and agreed to. [21st July.
Isle of Man (Customs) (No. 2) Bill.
Read the Third Time and passed. [22nd July.
Land Drainage (No. 2) Bill. [H.L.]
Read a Second Time. [24th June.
Land Drainage (No. 2). [Money.]
Considered in Committee. [27th June.
Loss of Employment (Compensation) Bill.
Read the First Time. [23rd July.
Mental Treatment Bill. [H.L.]
Lords Amendments to Commons Amendments considered and agreed to. [20th June.
Navy and Marines (Wills) Bill.
Read the Third Time and passed. [21st July.
Overseas Trade Bill.
Read the Third Time and passed. [20th June.
Petroleum Bill.
Read a Second Time and committed to a Standing Committee. [10th July.
Pluralities Measure, 1930.
Motion for Presentation for Royal Assent after debate, agreed to. [26th June.

Poor Prisoners' Defence Bill.
Lords Amendments considered and agreed to. [21st July.
Public Works Loans Bill.
Considered in Committee. [11th July.
Public Works Facilities Bill.
Read a Second Time. [11th July.
Rating and Valuation (Apportionment) Act (1928) Amendment Bill.
Read the First Time. [23rd July.
Rent and Mortgage Interest Restrictions Act (1923) Amendment Bill.
Read the First Time. [16th July.
Road Traffic (Re-committed) Bill. [H.L.]
As amended (in the Standing Committee), and not amended on Re-committal, further considered. Read the Third Time and passed. [22nd July.
Sea Fisheries Regulation (Expenses) Bill.
Considered in Committee and reported without Amendment. Read the Third Time and passed. [15th July.
Small Landholders (Scotland) Acts (1866 to 1919) Amendment Bill.
As amended (in the Standing Committee), considered. [23rd May.
Solicitors (Clients' Accounts) Bill.
Read the First Time. [9th July.
Unemployment Insurance (No. 4) Bill.
Read a Second Time. [23rd July.
Workmen's Compensation (Silicosis and Asbestosis) Bill.
As amended (in the Standing Committee), considered.
Read the Third Time and passed. [15th July.

Questions to Ministers.

MINING ROYALTIES.

Sir N. GRATTAN-DOYLE asked the President of the Board of Trade when it is proposed to introduce the Bill dealing with the nationalisation of mining royalties; and whether it is intended to pass the Bill into law before the end of the present Session.

Mr. W. GRAHAM: I beg to refer the hon. Member to the answers which I gave to the hon. Member for East Wolverhampton (Mr. Mander) on 25th February and 20th May last. [17th June.

TITHE RENT-CHARGE.

Colonel WEDGWOOD asked the Minister of Agriculture if his Department are in a position to give figures showing what would have been the value of £100 tithe rent-charge for the present year if, instead of having been stabilised at £105 under the Tithe Act, 1925, it had been calculated on the seven previous years' average prices in accordance with the statutory practice that prevailed from 1836 to 1918?

Dr. ADDISON: Yes, sir. The figure would be £109 3s. 8d. [26th June.

MARRIED WOMEN'S PROPERTY ACT.

Mr. DAY asked the Attorney-General whether the Government proposes to introduce in the near future legislation which will have as its object the amendment of the Married Women's Property Act, 1882.

The ATTORNEY-GENERAL: I would refer the hon. Member to the answer I gave to a similar question addressed to me by the hon. Member for Wavertree (Mr. Tinne) on Thursday last, a copy of which I am sending to him.

Mr. DAY: Does not my learned Friend think that, in view of the remarks which were made by a learned judge last week, Parliament should give immediate attention to the matter?

The ATTORNEY-GENERAL: I dealt with that matter in the answer to which I have referred. [7th July.

BANKRUPTCY LAWS (PROSECUTIONS).

Mr. PURBRICK asked the President of the Board of Trade if he will state the number of cases during the year 1929 in which an offence or offences against the Bankruptcy Laws have been brought to the notice of the Board of Trade; and in how many of such cases have prosecution proceedings been instituted.

Mr. W. GRAHAM: During 1929, 148 offences against the Bankruptcy Laws were brought to the notice of the Board of Trade, and in all those cases, thirty-nine in number, in which the necessary Order of the Court concerned in the bankruptcy was made, prosecutions were instituted. [8th July.

PATENT LAWS (ITALY).

Mr. WARDLAW-MILNE asked the President of the Board of Trade whether his attention has been called to the case of the patents in connexion with motor cycle and cycle saddles in the name of Victor A. Terry, of Redditch, Worcestershire, the value of which has been lost to the patentee in Italy, and the principles of the patent exploited to the patentee's detriment by Italian manufacturers in view of the fact that the Italian Government have not modified their laws in accordance with the Hague Convention Regulations of 1925, which became operative in Italy on the 1st June, 1928; whether he will bring to the notice of the Italian Government the hardship and loss thus occasioned to this British patent owner and represent the desirability of retrospective legislation being passed at once to prevent this result arising from the failure of the Italian Government to carry out its obligations.

Mr. W. GRAHAM: I have just received particulars of the case referred to, and as I have already indicated in answer to the hon. Member's oral question on the subject of British patent rights in Italy, I am considering whether any official action should be taken. [8th July.

LAND TAX (REFUND CLAIM).

Colonel Sir KENYON VAUGHAN-MORGAN asked the Chancellor of the Exchequer whether he is aware that refund of land tax, demanded in error for four successive years and paid by the taxpayers, Messrs. William Douglas and Sons, in respect of property in Putney, by inadvertence, has been refused by the Board of Inland Revenue; and what steps he proposes to take to meet this case.

The FINANCIAL SECRETARY TO THE TREASURY (Mr. Pethick-Lawrence): I am making inquiry into this matter and will communicate shortly with the hon. and gallant Gentleman. [8th July.

FOOD COUNCIL.

Captain P. MACDONALD asked the President of the Board of Trade whether the Food Council remains in being; if so, upon how many occasions it has met during the present year; and with what questions has it dealt.

Mr. W. GRAHAM: The Food Council have met twice during the present year, and I understand that they will probably meet again shortly. They reported on the price of bread in London in April last, and have considered a number of other questions within their terms of reference. [8th July.

ARABLE LAND.

Dr. HASTINGS asked the Minister of Agriculture the acreage of arable land under cultivation in England and Wales, respectively, in 1913, at the close of the War and at the present time.

Dr. ADDISON: The areas returned as arable land in the three years 1913, 1918 and 1929, in England and Wales respectively, are given in the following table:

Year.	England.	Wales.	England and Wales.
	Acres.	Acres.	Acres.
1913 ..	10,361,849	696,384	11,058,233
1918 ..	11,463,679	934,961	12,398,640
1929 ..	9,302,954	644,804	9,947,758

[8th July.

PERMANENT COURT OF INTERNATIONAL JUSTICE.

Mr. MANDER asked the Secretary of State for Foreign Affairs how many vacancies will require to be filled up on the Permanent Court of International Justice at the League of Nations Assembly in September; and what nominations have so far been received.

Mr. A. HENDERSON: Mr. Charles Evans Hughes recently resigned his post as Judge of the Court, and his resignation was accepted by the Council in May last, subject to the approval of the Assembly. It is to be expected, therefore, that in September a successor will have to be appointed in Mr. Hughes' place for the remainder of his term of office, i.e., until 31st December next. At that date the term of all the Judges expires, and their successors will, therefore, have also to be elected during the September session of the Assembly. I have not yet received any official list of nominations. [9th July.

"DAZZLE" LIGHTS.

In the course of a reply to a question by Mr. MILLS, Mr. MORRISON, Minister of Transport, stated that he hoped shortly to issue a regulation dealing with the subject of dazzling headlights on motor cars. [9th July.

MUNICIPAL TRADING.

Mr. L. SMITH asked the Minister of Health whether, in view of the increase of municipal trading, he will consider the desirability of introducing legislation making it compulsory upon all local authorities to furnish to ratepayers such details of the methods employed and the business carried on and to give to them such information as may be demanded by shareholders in the case of transactions carried out by public companies undertaking the same kind of work.

Mr. GREENWOOD: I cannot undertake to introduce legislation on this subject. [10th July.

AERODROMES (LAND COMPULSORY ACQUISITION).

Sir W. DE FRECE asked the Minister of Health the attitude of the Government with respect to the proposal that local authorities should be empowered to acquire land compulsorily for airports.

Mr. GREENWOOD: The hon. Member will observe that power for the compulsory acquisition of land for aerodromes is proposed in the Public Works Facilities Bill (Clause 2 and First Schedule, Part I, 2). [10th July.

LITTER (BY-LAWS).

Mr. CLYNES, in reply to Mr. EDE, said that by-laws for the purpose of the prevention of litter have been made and have come into force in twenty-seven counties and eighteen boroughs during the past twelve months. In addition, four counties and two boroughs have made by-laws which are not yet in force, the statutory period of forty days not having expired. [10th July.

SOLICITORS (FRAUDULENT) CONVERSION.

Mr. KELLY asked the Attorney-General if he will inquire of The Law Society whether it would be willing to embody in its draft Bill provisions for placing under the control of the Master of the Rolls a fund to indemnify the public against defalcations by solicitors convicted of fraud in the criminal courts, or, as an alternative, to ensure that every practising solicitor should deposit a fidelity bond with the Master of the Rolls in lieu of compulsory audit of money and securities held on behalf of clients.

The SOLICITOR-GENERAL: I understand that the general principles of The Law Society's Bill have been approved by its members, and notice of introduction of the Bill is being given to-day. Another Bill on the same subject has been introduced by the hon. Member for Cambridge University (Sir J. Withers). In these circumstances, I think the best course would be for the hon. Member to make his suggestion when these Bills come on for discussion in the House.

Mr. A. M. SAMUEL: In view of the feeling on all sides of the House in support of the principle of these Bills, will the hon. and learned Gentleman consider appointing a Select Committee to deal with both of them, so that an agreed Bill, based on the report of that committee, may be introduced.

No answer was returned. [14th July.

SOLICITORS (FRAUDS).

Lieut.-Colonel HENEAGE asked the Prime Minister whether he is aware that there is a general desire by all parties that legislation should be embarked upon designed to reduce risk of loss to the public arising out of frauds by solicitors convicted in the criminal courts; and will he give facilities for an agreed Solicitors Bill based upon the two Solicitors Bills recently introduced in the House.

The PRIME MINISTER: I am aware that there is considerable demand for a Bill of the nature indicated by the hon. and gallant Member, but the pressure of public business makes it impossible for me to hold out any hope of facilities being given, even were there an immediate possibility, which I doubt, of an agreed Bill. [17th July.

Mr. Alexander Heydon Stokes, of Plaistow-lane, Bromley, Kent, stockbroker to the Supreme Court of Chancery, senior partner of William Mortimer and Sons, who died on 29th May, aged seventy-two, left estate of the gross value of £46,531, with net personalty £45,354.

Societies.

Society of Public Teachers of Law.

The twenty-second annual meeting of the Society of Public Teachers of Law was held at the London School of Economics on Friday and Saturday, 11th and 12th July.

On Friday afternoon a paper was read by Professor J. D. I. Hughes (University of Leeds) on "The Teaching of Statute Law." A discussion followed. In the evening members of the Society were entertained at dinner by the Vice-Chancellor of the University, at the School of Economics. In addition to the officers and members of the Society the guests included The Rt. Hon. Lord Atkin, The Rt. Hon. Lord Tomlin, The Rt. Hon. Lord Macmillan, The Rt. Hon. Lord Justice Greer, Sir Maurice Gwyer (Treasury Solicitor), Sir William Beveridge (Director of the London School of Economics), Sir Robert Welsford, the Treasurer of Lincoln's Inn (Mr. N. Nicklem, K.C.), Dr. E. Deller (Principal of the University of London), Dr. W. R. Halliday (Principal of King's College), Dr. A. Mawer (Provost of University College), and Baron Profumo.

On Saturday, Professor P. H. Winfield (University of Cambridge), the President, delivered an address on "Reforms in the Teaching of Law." A long discussion followed.

The following were elected as officers for the ensuing year: President, Dr. A. E. W. Hazel, K.C., C.B.E. (University of Oxford); Vice-President, Professor J. D. I. Hughes (University of Leeds); Hon. Treasurer, Mr. P. A. Landon (University of Oxford and The Law Society); Hon. Secretary, Mr. E. C. S. Wade (University of Cambridge and The Law Society).

Lincoln's Inn.

During the Long Vacation the Library is open from 11 to 4 (Tuesdays, 11 to 5; last week, 10 to 4). It is closed every Saturday, August Bank Holiday, and 22nd to 31st August.

Legal Notes and News.

Honours and Appointments.

The King has appointed Sir HENRY ARTHUR COLEFAX, K.B.E., K.C., to the office of Chancellor of the County Palatine of Durham, vacant by the resignation of Sir Edward Tindal Atkinson, K.C.

Sir Arthur Colefax, who has been Solicitor-General of the Palatinate since 1919, was called to the Bar at Lincoln's Inn in 1894 and took silk in 1912. He was educated at Bradford Grammar School, Merton College, Oxford, and Strassburg University. The appointment will not necessitate any curtailment of Sir Arthur Colefax's activities at the Bar.

Mr. O. L. ROBERTS, Solicitor, has been appointed Assistant Solicitor in the office of Mr. Bruce Penny, Town Clerk of Lambeth. Mr. Roberts has been a member of the Town Clerk's Department at Lambeth for the past twenty-two years and served his articles with Mr. Penny.

Mr. HUBERT FRANCIS FLOWER GREENLAND has been elected a Bencher of the Honourable Society of Lincoln's Inn in the place of the late Mr. Edward Beaumont.

Mr. SIDNEY A. NEWTON, Solicitor, Queen Street, and Mr. CECIL JENNINGS, Solicitor, St. Swithin's Lane, have been appointed Under-Sheriffs of the City of London in the civic year beginning at Michaelmas next.

At the annual general meeting of The Law Society, held at The Law Society's Hall, Chancery-lane, on 4th July, Sir JOHN ROGER BURROW GREGORY (Gregory, Rowcliffe & Co., Solicitors, London), was elected President, and Mr. PHILIP HUBERT MARTINEAU, B.A. (Martineau & Reed, Solicitors, London), was elected Vice-President for the ensuing year.

Mr. THOMAS ALKER, Second Assistant Solicitor in the office of Mr. W. H. Tyrer, O.B.E., LL.B., Town Clerk of Wigan, has been appointed Second Assistant Solicitor in the office of Mr. J. R. Howard Roberts, Town Clerk of the City and County Borough of Hull. Mr. Alker was admitted in 1928.

Mr. J. W. BENNETT, Solicitor, Clerk to the Penge Justices, has been appointed Coroner for the Penge District of the County of Kent.

Sir MONTAGU SHARPE, K.C., D.L., was, on Saturday, the 5th July, re-elected Chairman of the Middlesex Sessions; The Right Hon. Sir HERBERT NIELD, P.C., K.C., M.P., J.P. (Recorder of York), Deputy-Chairman; and Sir THOMAS EDWARDS FORSTER, K.C., Assistant Deputy-Chairman.

Mr. A. D. CORRICK, of the Town Clerk's Department of the Metropolitan Borough of St. Pancras, has been promoted to the position of Deputy Town Clerk.

Mr. R. W. DICKESON, who has been for twenty-five years in the Department of the Town Clerk of Stepney, has now been appointed Deputy Town Clerk.

Professional Announcements.

(2s. per line.)

Mr. JAMES SCOTT, Solicitor in the Supreme Courts of Scotland, a member of the firm of Robert Stewart & Scott, S.S.C. and N.P., of 1, Rutland-square, Edinburgh, being continuously in London for the performance of his duties as Member of Parliament, has arranged for accommodation at the offices of his London correspondents, Messrs. Tredgolds, 71, Lincoln's Inn-fields, W.C.2, where he will be happy to advise on matters of Scottish law and procedure.

SOLICITORS STRUCK OFF THE ROLL.

A meeting of the Committee of The Law Society, constituted under the Solicitors Acts, 1888 and 1919, was held on Friday, the 11th July, at the Court Room, Carey-street, W.C. Sir Roger Gregory presided, the other members present being Mr. Hickley and Mr. Holme.

The committee pronounced their findings and orders in the following four cases. The solicitor concerned in each case was declared guilty of misconduct and was ordered to be struck off the Roll :—

Horace Albert Dixon, formerly of 175 and 176 Piccadilly, who was convicted at the Central Criminal Court, on 25th March, 1930, of fraudulent conversion of a trust fund, and sentenced to four years' penal servitude.

George Emerson, formerly of Birmingham and West Hartlepool, who was convicted at Birmingham Assizes, on 17th March, 1930, on ten counts for fraudulent conversion, and sentenced to four years' penal servitude.

Hugh Hammond, formerly of York and Bradford, who was convicted at Leeds Assizes on 17th March, 1930, of fraudulent conversion and sentenced to four years' penal servitude.

George Gordon Henshall Witchell, formerly of Lydd, New Romney, and Dymchurch, Kent, who was convicted at the Central Criminal Court on 25th March, 1930, of fraudulent conversion, and was sentenced to fifteen months' imprisonment in the Second Division.

FORMER SOLICITORS' CLERK SENT TO PRISON.

Sentence of sixteen months in the second division was passed by the Recorder (Sir Ernest Wild, K.C.) at the Old Bailey on 7th July, on Jesse Walter Curtis, aged thirty-seven, who pleaded guilty to forging endorsements to two cheques with intent to defraud and converting £119 1s. 9d. and £216 16s. 4d. to his own use.

Mr. Percival Clark (prosecuting) explained that Curtis had been employed as managing clerk to a firm of solicitors, and in 1928 he practically carried on the business himself. The cheques to which he forged endorsements related to money due to clients who were beneficiaries under wills.

In August, 1928, Curtis left England for Canada, taking with him a girl then only sixteen, who had been employed with him as a shorthand-typist.

Curtis was ordered to pay a sum not exceeding £20 towards the costs of the prosecution.

Court Papers.

Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON

DATE.	EMERGENCY ROTA.	APPEAL COURT No. 1.	GROUP I. Mr. Justice EVE. Non-Witness.	Mr. Justice MAUGHAM. Witness. Part II.
M'nd'y July 28	Mr. Hicks Beach	Mr. Ritchie	Mr. More	*Andrews
Tuesday .. 29	Blaker	Andrews	Hicks Beach	*More
Wednesday 30	More	Jolly	Andrews	*Hicks Beach
Thursday . 31	Ritchie	Hicks Beach	More	Andrews

DATE.	GROUP I. Mr. Justice BENNETT. Witness. Part I.	Mr. Justice CLAUSON. Witness. Part II.	GROUP II. Mr. Justice LUXMOORE. Witness. Part I.	Mr. Justice FARWELL. Non-Witness.
M'nd'y July 28	Mr.*Hicks Beach	Mr.*Blaker	Mr. Ritchie	Mr. Jolly
Tuesday .. 29	Andrews	*Jolly	*Blaker	Ritchie
Wednesday 30	*More	*Ritchie	Jolly	Blaker
Thursday . 31	Hicks Beach	Blaker	*Ritchie	Jolly

*The Registrar will be in Chambers on these days, and also on the days when the Courts are not sitting.

The LONG VACATION will commence on Friday, the 1st day of August, 1930, and terminate on Saturday, the 11th day of October, 1930, inclusive.

Stock Exchange Prices of certain Trustee Securities.

Bank Rate (1st May, 1930) 3%. Next London Stock Exchange Settlement Thursday, 14th August, 1930.

	Middle Price 23rd July 1930.	Flat Interest Yield.	Approximate Yield with redemption.
English Government Securities.		£ s. d.	£ s. d.
Consols 4% 1957 or after	87½	4 11 5	—
Consols 2½%	55½	4 10 6	—
War Loan 5% 1929-47	103½	4 16 7	—
War Loan 4½% 1925-45	99½	4 10 6	4 11 9
War Loan 4% (Tax free) 1929-42	102	3 18 5	3 16 6
Funding 4% Loan 1960-90	90	4 8 11	4 10 0
Victory 4% Loan (Available for Estate Duty at par) Average life 35 years	95	4 4 3	4 5 6
Conversion 5% Loan 1944-64	104	4 16 2	4 15 6
Conversion 4½% Loan 1940-44	98½	4 11 5	4 12 9
Conversion 3½% Loan 1961	78½	4 9 2	—
Local Loans 3% Stock 1912 or after	64½	4 13 0	—
Bank Stock	257½	4 13 2	—
India 4½% 1950-55	84	5 7 2	5 13 3
India 3½%	61	5 14 9	—
India 3%	52	5 15 5	—
Sudan 4½% 1939-73	95	4 14 9	4 15 6
Sudan 4% 1974	86	4 13 0	4 15 6
Transvaal Government 3% 1923-53 (Guaranteed by British Government, Estimated life 15 years.)	83½	3 11 10	4 2 3
Colonial Securities.			
Canada 3% 1938	90	3 6 8	4 10 0
Cape of Good Hope 4% 1916-36	95	4 4 3	4 19 0
Cape of Good Hope 3½% 1929-49	83	4 4 4	4 17 6
Ceylon 5% 1960-70 (First Dividend £2 5s., 1st August, 1930.)	101	4 19 0	4 19 0
Commonwealth of Australia 5% 1945-75	89½	5 11 9	5 12 6
Gold Coast 4½% 1956	93	4 16 9	4 19 9
Jamaica 4½% 1941-71	94	4 15 9	4 17 0
Natal 4% 1937	96	4 3 4	4 14 9
New South Wales 4½% 1935-45	81½	5 10 5	6 8 6
New South Wales 5% 1945-65	87½	5 14 3	5 17 0
New Zealand 4½% 1945	96	4 13 9	4 17 6
New Zealand 5% 1946	102	4 18 0	4 17 6
Nigeria 5% 1950-60 (First Dividend £1 15s., 1st August, 1930.)	102	4 18 0	4 17 6
Queensland 5% 1940-60	87½	5 14 3	5 17 6
South Africa 5% 1945-75	100	5 0 0	5 0 0
South Australia 5% 1945-75	87½	5 14 3	5 15 6
Tasmania 5% 1945-75	86½	5 15 7	5 17 0
Victoria 5% 1945-75	87½	5 14 3	5 15 6
West Australia 5% 1945-75	86½	5 15 7	5 17 0
Corporation Stocks.			
Birmingham 3% on or after 1947 or at option of Corporation	63	4 15 3	—
Birmingham 5% 1946-56	103	4 17 1	4 16 0
Cardiff 5% 1945-65	102	4 18 0	4 17 6
Croydon 3% 1940-60	72	4 3 4	4 15 0
Hastings 5% 1947-67 (First full half year's Dividend in October, 1930.)	103	4 17 1	4 15 9
Hull 3½% 1925-55	79	4 8 7	4 19 6
Liverpool 3½% Redeemable by agreement with holders or by purchase	74	4 14 7	—
London City 2¾% Consolidated Stock after 1920 at option of Corporation	53	4 14 4	—
London City 3% Consolidated Stock after 1920 at option of Corporation	64	4 13 9	—
Manchester 3% on or after 1941	64	4 13 9	—
Metropolitan Water Board 3% "A" 1963-2003	65	4 12 7	—
Metropolitan Water Board 3% "B" 1934-2003	66	4 10 11	—
Middlesex C.C. 3½% 1927-47	84	4 3 4	4 6 6
Newcastle 3½% Irredeemable	73	4 15 11	—
Nottingham 3% Irredeemable	63	4 15 3	—
Stockton 5% 1946-66	100	5 0 0	5 0 0
Wolverhampton 5% 1946-56	101	4 19 0	4 18 9
English Railway Prior Charges.			
Gt. Western Rly. 4% Debenture	81xd	4 18 9	—
Gt. Western Rly. 5% Rent Charge	99xd	5 1 0	—
Gt. Western Rly. 5% Preference	96	5 4 2	—
L. & N.E. Rly. 4% Debenture	75	5 6 8	—
L. & N.E. Rly. 4% 1st Guaranteed	71½	5 11 11	—
L. & N.E. Rly. 4% 1st Preference	61	6 11 2	—
L. Mid. & Scot. Rly. 4% Debenture	80	5 0 0	—
L. Mid. & Scot. Rly. 4% Guaranteed	76½	5 4 7	—
L. Mid. & Scot. Rly. 4% Preference	68	5 17 8	—
Southern Railway 4% Debenture	80	5 0 0	—
Southern Railway 5% Guaranteed	99	5 1 0	—
Southern Railway 5% Preference	91	5 9 11	—

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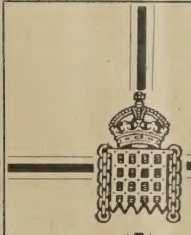
SARAH IDE, deceased, late of 14, Harefield Road, Crouch End.—Will anyone possessing a Will or Draft Will made by the above-named in May, 1926, or having any knowledge of the existence of such, communicate with Box 496, Solicitors' Journal, 29, Breams-buildings, E.C.4.

SWALE.—Information is required as to the present ADDRESSES of the Misses EDITH and ADELAIDE SWALE or any information might assist.—Reply to Gush, Phillips, Walters and Williams, 5, Throgmorton-avenue, London, E.C.2, Solicitors.

MISS HARRIOTT BROWN JOHNSTONE, decd., late of 57, Eton-avenue, Hampstead, London, N.W., and of Branksome Court, Bournemouth, Hants.—Will any person who has in his or her possession, or has any knowledge of the existence of a WILL of the above-named deceased, COMMUNICATE with Messrs. Ince, Colt, Ince and Roscoe, of 10 and 11, Lime-street, London, E.C.3, Solicitors. Dated this 27th day of June, 1930.

LEMONTREE.—Will Mr. SAM LEMONTREE, one time maker of college caps and civilian internee (Isle of Man) during Great War, or anyone knowing his present whereabouts, please COMMUNICATE with Maxwell D. Berman, Camilla, Ga., U.S.A.?



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